

Plan Supplement Document Drafts
As of September 15, 2010
(Subject to Further Revision)

POWER OF ATTORNEY

[DIC INVESTOR]

The undersigned:

name : _____
legal form : _____
country of incorporation : _____
corporate seat/registered office : _____
address : _____
city and postal code : _____
country : _____
(the "**Principal**"),

represented by its managing director-natural person:

last name : _____
first names : _____
address : _____
city and postal code : _____
country : _____
city and country of birth : _____
date of birth : _____
nationality : _____
country, type and number
of identification document : _____,

hereby grants the following power of attorney:

1. This power of attorney is granted to each of [**] working with De Brauw Blackstone Westbroek ("**De Brauw**") (each an "**Authorised Person**").
2. This power of attorney is granted for the performance of the following acts in the Principal's name (definitions used herein have the same meaning as in the Uniform Glossary of Defined Terms for Plan Documents):
 - a. the acceptance of the issue of [**] DIC Almatris Topco 1 Shares, against payment of [EUR 38,828,618.24], in accordance with the draft deed of issue of ordinary shares DIC Almatris 1 B.V., drawn up by De Brauw;
 - b. the acceptance of the issue of [**] DIC Senior Preference STAK 1 Depositary Receipts from STAK 1, against payment of

EUR 38,828,618.23, , in accordance with the draft deed of issue of senior preference shares and depositary receipts DIC Almatris 1 B.V., drawn up by De Brauw; and

- c. all other acts which may be necessary in that connection.
- 3. This power of attorney may be revoked only in writing.
 - 4. This power of attorney shall lapse after a period of sixty (60) days following the day on which it has been signed.
 - 5. In performing acts pursuant to this power of attorney, each Authorised Person may act pursuant to a power of attorney granted by one or more other persons involved in the acts referred to in paragraph 2.
 - 6. The liability of De Brauw and the Authorised Persons for any damage suffered by the Principal as a result of any action or lack of action by De Brauw or an Authorised Person when making use of, or otherwise in connection with, this power of attorney shall be limited to the amount or amounts to which the professional liability insurance taken out by De Brauw provides coverage including the deductible which De Brauw carries in connection with such insurance. The preceding sentence shall not apply to the extent that the damage is caused by the intentional or deliberately reckless conduct of the Authorised Person. The Principal shall indemnify each Authorised Person against any claim made by any third party in connection with this power of attorney or in connection with acts performed by an Authorised Person in the Principal's name under this power of attorney. The indemnity shall also relate to any damage or costs incurred by the Authorised Person in connection with such claim.
 - 7. The relationship between the Principal and the Authorised Persons arising from this power of attorney shall be governed exclusively by Dutch law.

[Remainder of page intentionally left blank]

in evidence whereof:

this power of attorney was signed in the manner set out below.

[DIC Investor]

By: _____

Title: _____

Date: _____ 2010

Please note that:

- 1. the signature(s) of the person(s) signing this power of attorney on behalf of the Principal should be **legalised** and as such evidenced by a statement by a civil law or public notary confirming that the signature put hereon corresponds with the signature placed on the signatory's passport;*
- 2. the power of attorney should be accompanied with an **apostille** to the extend a Dutch notary has not legalised the signature;*
- 3. we would appreciate receiving **a copy of a valid proof of identity of the person(s)** signing the power of attorney;*
- 4. we would appreciate receiving **the statement as set forth in the annex 1 to this power of attorney**, which statement should be issued by a lawyer admitted to the bar of the applicable jurisdiction and produced to the addressee of such statement before execution of the documents referred to therein.*

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CONFIRMATION STATEMENT
[DIC INVESTOR]

[letterhead]

De Brauw Blackstone Westbroek N.V.
Attn. Mr. R.W. Clumpkens
Claude Debussylaan 80
1082 MD Amsterdam
The Netherlands

[place, date]

Re: the acceptance of the issue of DIC Almatris Topco 1 Shares and DIC Senior Preference STAK 1 Depositary Receipts in accordance with the draft notarial deeds attached hereto as Annex 1 (the "Transaction")

Dear Mr. Clumpkens,

I am a lawyer admitted to practise under the laws of [**] [the State of **].

In connection with the Transaction, including any notarial deed or deeds to be executed in the Netherlands in connection therewith, I confirm that:

- (1) [**] (the "**Company**") is a company incorporated and existing as a legal entity under the laws of [**] [the State of **].
- (2) The Company has the corporate power to enter into the Transaction.
- (3) There is nothing under the laws of [**] [the State of **] which prevents the Company from entering into the Transaction and meeting its obligations in respect thereof.
- (4) Under the laws of [**] [the State of **], the choice of the laws of the Netherlands as the governing law of the Transaction is recognised and accordingly the laws of the Netherlands govern the validity, binding effect and enforceability against the Company of the Transaction.

- (5) The power of attorney, a photocopy of which is attached hereto, has been validly granted on behalf of the Company.

Yours sincerely,

Name : _____
Title : _____
Date : _____

ANNEX 1 Draft deeds of issue

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DRAFT DE BRAUW
DEED OF ISSUE OF ORDINARY SHARES
DIC ALMATIS 1 B.V.
(STEP 13.8.)

On the [**] day of [**] two thousand and ten appears before me, Reinhard Willem Clumpkens, notaris (civil-law notary) practising in Amsterdam:

[**]

for the purpose hereof acting as attorney authorized in writing of:

1. **DIC Almatiss 1 B.V.**, a private company with limited liability incorporated under the laws of the Netherlands, with corporate seat in Rotterdam and having its address at: [3197 KM Botlek Rotterdam, the Netherlands, Theemsweg 30], number trade register: [**], hereinafter referred to as: **Almatiss Topco 1**, and in that capacity representing Almatiss Topco 1; and
2. **[DIC Investor]**, a [**] organised under the laws of [**], having its registered office at [**], hereinafter referred to as: the **DIC Investor**, and in that capacity is representing the DIC Investor.

The person appearing

DECLARES THAT,

WHEREAS:

- a. On [**] two thousand and ten the sole shareholder of Almatiss Topco 1 resolved in writing to issue – subject to article 4.1.A of Almatiss Topco 1's articles of association entering into effect (the "**Condition**") – [**] ([**]) ordinary shares series D in the share capital of Almatiss Topco 1, numbered [**] up to and including [**], each share with a par value of one eurocent (EUR 0.01) (the "**DIC Almatiss Topco 1 Shares**"), against payment of [**] euro (EUR [**]) for the DIC Almatiss Topco 1 Shares in cash (the "**Payment Obligation**").
- b. On [**] two thousand and ten the sole shareholder of Almatiss Topco 1 resolved in writing to exclude the pre-emptive rights with respect to the issue of the DIC Almatiss Topco 1 Shares.
- c. The DIC Almatiss Topco 1 Shares are to be issued to the DIC Investor, who wishes to accept the DIC Almatiss Topco 1 Shares.

IT IS HEREBY AGREED AND CONFIRMED AS FOLLOWS:

Issue of shares.

Article 1.

- 1.1. In accordance with the provisions of section 2:196 Civil Code and the aforementioned resolution to issue ordinary shares series D, Almatris Topco 1 hereby issues, subject to the Condition, to the DIC Investor the DIC Almatris Topco 1 Shares.
- 1.2. The DIC Investor accepts the DIC Almatris Topco 1 Shares subject to the Condition.

Payment.

Article 2.

- 2.1. Almatris Topco 1 hereby confirms that the DIC Almatris Topco 1 Shares have been fully paid up (*volgestort*) in cash, for which payment full discharge is hereby granted.
- 2.2. To the extent the value of the payment in cash exceeds the Payment Obligation, such excess value shall be considered share premium (*agio*) and shall be credited in the books of the Company to the share premium reserve for the Ordinary Shares series D.

Share register.

Article 3.

Almatris Topco 1 hereby confirms that immediately after execution of this deed the applicable notation on the share register of Almatris Topco 1 shall be made.

Rules of Professional Conduct.

Article 4.

With reference to the Rules of Professional Conduct (*Verordening beroeps- en gedragsregels*) of the Royal Dutch Organisation of Civil Law Notaries (*Koninklijke Notariële Beroepsorganisatie*) all parties expressly agree that (i) De Brauw Blackstone Westbroek N.V. acts as counsel to Almatris Topco 1 in connection with, or acts as counsel for or on behalf of Almatris Topco 1 in the event of any dispute relating to, this deed or any related agreement, and (ii) the civil law notary mentioned in the opening paragraph of this deed executes this deed even though he works at De Brauw Blackstone Westbroek N.V. as civil law notary.

A copy of the documents evidencing the resolutions referred to in the preamble of this deed are attached to this deed.

The written powers of attorney to the person appearing are evidenced by two (2) private instruments, of which copies are attached to this deed.

In witness whereof the original of this deed which will be retained by me, notaris, is executed in Amsterdam, on the date first mentioned in the head of this deed.

Having conveyed the substance of the deed and given an explanation thereto and having pointed out the consequences arising from the contents of the deed for the parties and following the statement of the person appearing that [he][she] has taken note of the contents of the deed and agrees with the partial reading thereof, this deed is signed, immediately after reading those parts

of the deed which the law requires to be read, by the person appearing, who is known to me, notaris, and by myself, notaris.

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DRAFT DE BRAUW
DEED OF ISSUE OF SENIOR PREFERENCE SHARES AND
DEPOSITARY RECEIPTS
DIC ALMATIS 1 B.V.
[STEP 14.7]

On the ** day of ** two thousand and ten appears before me, Reinhard Willem Clumpkens,
notaris (civil-law notary) practising in Amsterdam:

[**]

for the purpose hereof acting as attorney authorized in writing of:

1. **DIC Almatiss 1 B.V.**, a private company with limited liability incorporated under the laws of the Netherlands, with corporate seat in Rotterdam and having its address at: [3197 KM Botlek Rotterdam, the Netherlands, Theemsweg 30], number trade register: [**], hereinafter referred to as: **Almatiss Topco 1**, and in that capacity representing Almatiss Topco 1; and
2. **[DIC Investor]**, a [**] organised under the laws of [**], having its registered office at [**], hereinafter referred to as: **DIC Investor**, and in that capacity is representing DIC Investor; and
3. **Stichting Administratiekantoor Almatiss SPS**, a foundation under the laws of the Netherlands, with corporate seat in Rotterdam and having its address at: **, hereinafter referred to as: **STAK 1**, and in that capacity representing **STAK 1**.

The person appearing

DECLARES THAT,

WHEREAS:

- a. On [**] two thousand and ten the sole shareholder of Almatiss Topco 1 resolved in writing to issue – subject to article 4.1.A of Almatiss Topco 1's articles of association entering into effect (the "**Condition**") – [**] ([**]) senior preference shares series D in the share capital of Almatiss Topco 1, numbered [**] up to and including [**], each share with a par value of one eurocent (EUR 0.01) (the "**DIC Senior Preference Shares**"), against payment of [**] euro (EUR**) for the DIC Senior Preference Shares in cash (the "**Payment Obligation**").
- b. On [**] two thousand and ten the sole shareholder of Almatiss Topco 1 resolved in writing to exclude the pre-emptive rights with respect to the issue of the DIC Senior Preference Shares.

- c. On the ** day of ** two thousand and ten, STAK 1 was incorporated, of which foundation the objects are to hold senior preference shares in the share capital of Almatris Topco 1 in exchange for depositary receipts, and to issue one depositary receipt D for each DIC Senior Preference Share acquired by it (the "**DIC Senior Preference STAK 1 Depositary Receipts**"), and the terms and conditions of administration of STAK 1 were entered into on the ** day of ** two thousand and ten (the "**Terms and Conditions of Administration**").
- d. The DIC Senior Preference Shares are to be issued to STAK 1 under the obligation for STAK 1 to hold the DIC Senior Preference Shares for the benefit of DIC Investor and to issue one depositary receipt D to DIC Investor for each of the DIC Senior Preference Shares; STAK 1 wishes to accept the DIC Senior Preference Shares under the aforementioned obligation; DIC Investor wishes to accept the aforementioned depositary receipts.

IT IS HEREBY AGREED AND CONFIRMED AS FOLLOWS:

CHAPTER I. ISSUE OF SHARES.

Issue of shares.

Article 1.

- 1.1. In accordance with the provisions of section 2:196 Civil Code and the aforementioned resolution to issue senior preference shares series D, Almatris Topco 1 hereby issues, subject to the Condition, to STAK 1 the DIC Senior Preference Shares, under the obligation for STAK 1 to hold the DIC Senior Preference Shares for the benefit of DIC Investor and to issue the DIC Senior Preference STAK 1 Depositary Receipts to DIC Investor.
- 1.2. STAK 1 accepts the DIC Senior Preference Shares under the obligation to issue the DIC Senior Preference STAK 1 Depositary Receipts to DIC Investor and subject to the Condition.

Payment.

Article 2.

- 2.1. Almatris Topco 1 hereby confirms that the DIC Senior Preference Shares have been fully paid up (*volgestort*) in cash, for which payment full discharge is hereby granted.
- 2.2. To the extent the value of the payment in cash exceeds the Payment Obligation, such excess value shall be considered share premium (*agio*) and shall be credited in the books of the Company to the share premium reserve of the Senior Preference Shares series D.

Share register.

Article 3.

Almatris Topco 1 hereby confirms that immediately after execution of this deed the applicable notation on the share register of Almatris Topco 1 shall be made.

CHAPTER II. ISSUE OF DEPOSITARY RECEIPTS.

Issue of depositary receipts.

Article 4.

- 4.1. STAK 1 hereby issues to the DIC Investor the DIC Senior Preference STAK 1 Depositary Receipts, subject to the Condition and subject to the Terms and Conditions of Administration.
- 4.2. DIC Investor accepts the DIC Senior Preference STAK 1 Depositary Receipts, subject to the Condition and subject to the Terms and Conditions of Administration.
- 4.3. Almatris Topco 1 and STAK 1 confirm and the DIC Investor acknowledges and agrees that as in accordance with article 9 paragraph 1 of its articles of association, Almatris Topco 1 shall not cooperate in the issue of depositary receipts for shares, DIC Investor will not have the rights conferred by law on holders of depositary receipts for shares issued with the cooperation of a company.
- 4.4. The DIC Investor undertakes towards STAK 1 and Almatris Topco 1 that if the DIC Senior Preference STAK 1 Depositary Receipts are transferred in full or in part, it will impose the provisions stated in clause 4.3 and this clause 4.4 as perpetual clauses on his successor(s) in law by making mention thereof in the relevant deed in such a manner that each newly entitled party stipulate and accept these for the benefit of STAK 1 and Almatris Topco 1. If the perpetual clauses set out above in this clause 4.4 are not complied with or not timely complied with, the party transferring one or more of the DIC Senior Preference STAK 1 Depositary Receipts shall forfeit an immediately payable penalty of [**] euro (EUR [**]) to Almatris Topco 1 and STAK 1, with the power for the latter to claim compliance and/or any additional damage suffered by it in addition to such penalty.

Register of holder of depositary receipts.

Article 5.

STAK 1 hereby confirms that immediately after execution of this deed the applicable notation on the register of holder of depositary receipts of STAK 1 shall be made.

CHAPTER III. FINAL PROVISION

Rules of Professional Conduct.

Article 6.

With reference to the Rules of Professional Conduct (*Verordening beroeps- en gedragsregels*) of the Royal Dutch Organisation of Civil Law Notaries (*Koninklijke Notariële Beroepsorganisatie*) all parties expressly agree that (i) De Brauw Blackstone Westbroek N.V. acts as counsel to Almatris Topco 1 in connection with, or acts as counsel for or on behalf of Almatris Topco 1 in the event of any dispute relating to, this deed or any related agreement, and (ii) the civil law notary mentioned in the opening paragraph of this deed executes this deed even though he works at De Brauw Blackstone Westbroek N.V. as civil law notary.

A copy of the documents evidencing the resolutions referred to in the preamble of this deed are attached to this deed.

The written powers of attorney to the person appearing are evidenced by three (3) private instruments, of which copies are attached to this deed.

In witness whereof the original of this deed which will be retained by me, notaris, is executed in Amsterdam, on the date first mentioned in the head of this deed.

Having conveyed the substance of the deed and given an explanation thereto and having pointed out the consequences arising from the contents of the deed for the parties and following the statement of the person appearing that [he][she] has taken note of the contents of the deed and agrees with the partial reading thereof, this deed is signed, immediately after reading those parts of the deed which the law requires to be read, by the person appearing, who is known to me, notaris, and by myself, notaris.